

SECRET

DPD-3462-59

21 May 1959

MEMORANDUM FOR : Comptroller, DPD

SUBJECT : Contract No. PP-300, Hughes Tool Company,
Aircraft Division, Culver City, Cal.

1. Contractor has satisfactorily completed the terms of the subject contract. Final reports have been delivered and accepted.
2. Attached is a copy of Contractor's letter dated May 6, 1959, together with its enclosures as follows:
 - a. Report of Inventions and Subcontracts.
 - b. Royalty Report.
 - c. Contractor's Release
 - d. Contractor's Assignment of Refunds, Rebates, Credits and other amounts

Copies of Contractor's final invoice were previously forwarded to you. A copy of the report of final audit by the Air Force Audit Liaison Officer is also attached.

3. It is to be noted that there are several items of residual test equipment. These have been coordinated with the Special Assistant for Technical Analysis and the Chief, Materiel Branch, and they concur that these items should remain at the Contractor's facility as Government-furnished equipment. Action has been taken to have the Navy assume accountability for these items.

4. The foregoing constitutes final action on the subject contract. Accordingly, it is recommended that payment of Contractor's final invoice be made. It is requested that such payment be made as expeditiously as possible for the reason that Contractor voluntarily refrained from progress billings at our request for a period of approximately one year and made only the final claim. Please advise this office when payment is made in order that our records may be appropriately adjusted and funds liquidated.

DPD-D [redacted] pf

Distribution:

- 1 - Comp., DPD
- ✓ 1 - PP-300 (Contr. Corres)
- 1 - Audit Liaison
- 1 - [redacted] DPD
- 1 - [redacted]
- 1 - Chrono

SECRET

[redacted]

Chief, Contracts Branch

HUGHES TOOL COMPANY

*Aircraft Division*CULVER CITY
CALIFORNIA

May 6, 1959

Jim
CHAM-0150
COPY 1 OF 2

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Mr. Dan Kelly

Dear Dan:

Attached hereto are the following documents with respect to our program:

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- a. Invoice in the total amount of \$59,247.04
- b. Report of Inventions and Subcontracts (4 cc)
- c. Royalty Report (4 cc)
- d. Contractor's Release (4 cc)
- e. Contractor's Assignment of Refunds, Rebates, Credits, And Other Amounts (4 cc)
- f. Purchase Order #43600 (3 cc)

(This purchase order was placed prior to any definition of terms or conditions of the contract, consequently did not receive Contracting Officer's approval. Since the purchase order is approximately \$200.00 more than 5% of the contract total, I am requesting your after-the-fact approval. The pressure tanks were used as the main feed system tanks for the operation of a long duration bi-propellant rocket engine.)

During the course of the program we obtained four pieces of equipment which may be called special test equipment which were not expended during the conduct of the program. These are as follows:

1. Rocket Engine Control Panel
consisting of:
Transducers, Gages, Timers, etc.

BP-300
Prop Sec.

HUGHES TOOL COMPANY
Aircraft Division

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Page 2
May 6, 1959

2. Two Thrust Chambers
consisting of:
Liner Assembly
Injector Assembly
3. Thrust Stand (used for measuring thrust)
4. Two Propellant Tanks(as described in P. O. #43600)

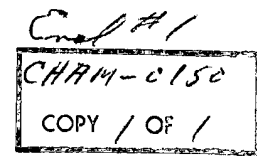
We should very much like to retain the equipment indicated above either on a bailment basis or by transferring to one of our other government propellant research contracts if this is at all possible. In the event we cannot do this we should have disposition instructions from you.

I believe that the attached documents are all that are necessary in order to close out the contract. The final reports as required were transmitted to you on March 20, 1959. [redacted] the auditor, has audited the program and his findings appear to be consistent with the amount indicated on the invoice. I would appreciate anything you can do on your part to expedite payment of the attached invoice. In the event anything else is required, please let me know.

In view of the fact that the program is completed and no further activity is contemplated we have released our post office box. Would you therefore please communicate with me either by telephone a [redacted] or by mail a [redacted]

Sincerely,

Encls. as listed



May 6, 1959

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Dear Joe:

The following is a pertinent extract relative to residual inventory contained in a letter to the contracting officer:

1. Rocket Engine Control Panel
consisting of:
Transducers, Gages, Timers, etc.
2. Two Thrust Chambers
consisting of:
Liner Assembly
Injector Assembly
3. Thrust Stand (used for measuring thrust)
4. Two Propellant Tanks (as described in P. O. #43600)

I have requested disposition instructions regarding these and will keep you informed as to what occurs.

Sincerely,

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bcc 

REPORT OF INVENTIONS AND SUBCONTRACTS
 (Pursuant to "Patent Rights" Contract Clause)

 CHRM-6156
 COPY 2 OF 2

 Form Approved
 Budget Bureau No. 22-R160

INSTRUCTIONS TO CONTRACTOR

This form may be used for INTERIM and FINAL reports, and when used shall be completed and forwarded to the Contracting Officer in triplicate.

An INTERIM report shall be submitted at least every twelve months, commencing with the date of the contract, and should include only those inventions and subcontracts for which complete information has not previously been reported.

A FINAL report shall be submitted as soon as practicable after the work under the contract is complete and shall include (a) a summary of all inventions required by the contract to be reported, including all inventions previously reported and any inventions since the last INTERIM report; and (b) any required information for subcontracts which has not previously been reported.

 1. NAME AND ADDRESS OF CONTRACTOR
ROGERS TOOL COMPANY - AIRCRAFT DIVISION
CULVER CITY, CALIFORNIA

 2. CONTRACT NUMBER
NONE (SP-300)

3. TYPE OF REPORT (check one)

☐ a. INTERIM ☒ b. FINAL

SECTION I - INVENTIONS ("Subject Inventions" required to be reported by the "Patent Rights" clause)

4. INVENTION DATA (check one)

☐ a. THERE WERE NO INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE

☒ b. LISTED BELOW ARE INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE. ANY INVENTION DISCLOSURES WHICH HAVE NOT BEEN PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICER ARE ATTACHED TO THIS REPORT.

(i) NAME OF INVENTOR	(ii) TITLE OF INVENTION	(iii) PATENT APPLICATION SERIAL NUMBER AND CONTRACTOR'S DOCKET NO.	(iv) CONTRACTOR HAS FILED OR WILL FILE U.S. PATENT APPLICATION		(v) CONFIRMATORY LICENSE OR ASSIGNMENT HAS BEEN FORWARDED TO CONTRACTING OFFICER	
			YES	NO	YES	NO
None	None	None	None	None	None	None

SECTION II - SUBCONTRACTS (Containing a "Patent Rights" clause)

5. LISTED BELOW IS INFORMATION REQUIRED BUT NOT PREVIOUSLY REPORTED FOR SUBCONTRACTS. (If not applicable, write "None".)

(i) NAME AND ADDRESS OF SUBCONTRACTOR	(ii) SUBCONTRACT NUMBER	(iii) DATE CLAUSE FURNISHED TO CONTRACTING OFFICER	(iv) DATE SUBCONTRACT COMPLETED
STAT OK	None	None	None

SECTION III - CERTIFICATE

CONTRACTOR CERTIFIES THAT THIS REPORT OF INVENTIONS AND SUBCONTRACTS, INCLUDING ANY ATTACHMENTS, IS CORRECT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE AND BELIEF.

NAME AND TITLE OF AUTHORIZED OFFICIAL (Print or Type)

 STAT
 STAT 11/10/53
 Contracts Admin.

DD FORM 1 NOV 5- AR2

906363

ROYALTY REPORT

(For Contract Designated Below)

CHA-0150

COPY 2 OF 2

Form Approved

Budget Bureau No. 22-R145

INSTRUCTIONS TO CONTRACTOR: To be completed and forwarded to the Contracting Officer, in quadruplicate, as soon as practicable after the execution of the contract and in any event prior to final payment under the contract. If royalties in excess of \$250 have not been paid or are not to be paid to any ONE licensor, complete only items 1, 2 and 9. If royalties in excess of \$250 have been paid or are to be paid to any ONE licensor, complete items 1 through 9 of the form, showing in Section II the information regarding ONE such licensor. If information regarding MORE THAN ONE licensor must be furnished, complete items 1 and 2 and all of Section II on separate copies of the form for each additional licensor and attach to the signed report form.

SECTION I

1. NAME AND ADDRESS OF CONTRACTOR

**HUGHES TOOL COMPANY - AIRCRAFT DIVISION
CULVER CITY, CALIFORNIA**

2. CONTRACT NUMBER

None 59-C14 (PP-300)

3. CONTRACT TYPE (Check one)

☒ a. COST-REIMBURSEMENT☐ b. FIXED-PRICE

4. SUBJECT MATTER OF CONTRACT (Include quantities if practicable to do so)

5. NUMBER OF LICEN-
SORS IN ADDITION TO
LICENSOR NAMED IN
ITEM 6

SECTION II

6. NAME AND ADDRESS OF LICENSOR (If more than one licensor, see Instructions to Contractor above)

None

7. PATENT NUMBERS OR SERIAL NUMBERS AND FILING DATES OF PATENT APPLICATIONS CONSTITUTING THE BASIS FOR SUCH ROYALTIES, OR IF ROYALTIES ARE NOT PREDICATED ON PATENTS OR PATENT APPLICATIONS, BASIS ON WHICH ROYALTIES ARE PREDICATED

None

8. MANNER OF COMPUTING ROYALTIES

a. BRIEF IDENTIFICATION OF ROYALTY-BEARING UNIT OR PROCESS

None

b. ROYALTY RATE ON ABOVE UNIT OR PROCESS (Percent or dollars)

None

c. TOTAL AMOUNT OF ROYALTIES (Including first \$250)

None

SECTION III

9. **CERTIFICATE:** CONTRACTOR CERTIFIES, IF ITEMS 3 THROUGH 8 HAVE NOT BEEN COMPLETED, THAT ROYALTIES IN EXCESS OF \$250 HAVE NOT BEEN PAID AND ARE NOT TO BE PAID TO ANY ONE LICENSOR IN CONNECTION WITH THE PERFORMANCE OF THE ABOVE IDENTIFIED CONTRACT. CONTRACTOR CERTIFIES THAT ITEMS 5 THROUGH 8, IF COMPLETED, AND ALL ATTACHMENTS REQUIRED FOR SUCH ITEMS, ARE TRUE AND CORRECT AS TO PAST TRANSACTIONS AND REPRESENT CONTRACTOR'S BEST ESTIMATE AS TO FUTURE TRANSACTIONS INCLUDED IN THIS REPORT.

DATE

NAME AND TITLE OF AUTHORIZED OFFICIAL (Print or Type)

SIGNATURE OF AUTHORIZED OFFICIAL

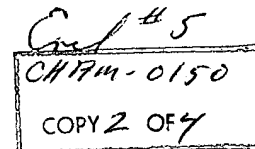
4/10/59

Contracts Admin.

10. **CLEARANCE:** (Not to be signed by Contractor) - THIS REPORT WHEN SIGNED BELOW BY A PROPERLY AUTHORIZED PERSON AUTHORIZES CLEARANCE OF THE ABOVE DESIGNATED CONTRACT FROM THE PAYMENT-WITHHOLDING PROVISIONS OF THE ROYALTY REPORTING REQUIREMENTS THEREOF.

DATE

SIGNATURE AND TITLE

EXMONT 8-2711
TEXAS 0-7111**HUGHES TOOL COMPANY**
Aircraft Division
CULVER CITY
CALIFORNIACONTRACTOR'S RELEASE

Contract NO. NOas 58-814 (PP-300)

Pursuant to the terms of Contract No. NOas 58-814 (PP-300) and in consideration of the sum of Fifty-Nine Thousand, Two Hundred Forty-Seven & Four Cents (\$59,247.04) which has been or is to be paid under the said contract to Hughes Tool Company - Aircraft Division, Culver City, California (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release and discharge the Government, its officers, agents, and employees, of and from the said contract, except:


1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

None

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 10th day of April 19 59.

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STATHUGHES TOOL COMPANY
AIRCRAFT DIVISION
Vice President and
General Manager

HUGHES TOOL COMPANY
Aircraft Division

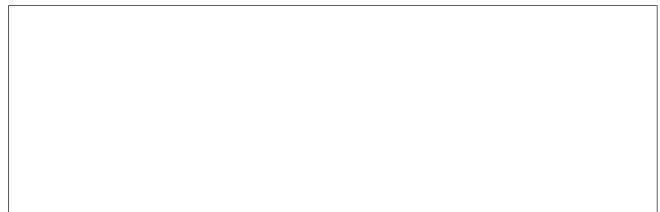
CONTRACTOR'S RELEASE

Contract NOas 58-814 (PP-300)

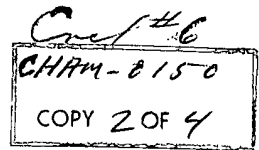
PAGE 2 of 2

CERTIFICATE

I. certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing release; that who signed said release on behalf of the Contractor was then Vice President of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.



CORPORATE SEAL

HUGHES TOOL COMPANY
Aircraft Division
CULVER CITY
CALIFORNIA

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CONTRACTOR'S ASSIGNMENT OF
REFUNDS, REBATES, CREDITS,
AND OTHER AMOUNTS

Contract: ~~NOas 50-814~~ (PP-300)

Pursuant to the terms of Contract ~~NOas 50-814~~ (PP-300), and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the Hughes Tool Company-Aircraft Division, Culver City, California, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title, and interest to all refunds, rebates, credits, or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder (except those for refunds or rebates of, or credits for, taxes paid to the State of California or any political subdivision thereof).
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the contracting officer as stated in the said contract, and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.

HUGHES TOOL COMPANY
Aircraft Division

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CONTRACTOR'S ASSIGNMENT OF
REFUNDS, REBATES, CREDITS,
AND OTHER AMOUNTS

Contract: NOas 58-814 (PP-300)



4. In the event the contractor obtains or receives any refund or rebate of, or credit for, taxes paid to the State of California, or any other political subdivision thereof, in connection with the performance of this contract, and for which the contractor was paid or reimbursed by the Government, the contractor agrees to pay over to the Government an equal amount to such refund or credit (including interest paid or credited to the contractor incident to such refund or credit to the extent that such interest was earned after the contractor was paid or reimbursed by the Government for such taxes). In the event the contractor receives any benefit in lieu of or in addition to such a refund or credit, the contractor agrees to pay over to the Government an amount equal to such benefits.

IN WITNESS WHEREOF, this assignment has been executed this
10th day of April 1959.

HUGHES TOOL COMPANY
AIRCRAFT DIVISION


Vice-President and General Manager

CERTIFICATE

I,  certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing assignment; that  who signed said assignment on behalf of the contractor was then Vice-President and General Manager of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

CORPORATE SEAL



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